

REQUEST FOR PROPOSAL

COUNTY OF SAN BERNARDINO
PURCHASING DEPARTMENT

Date: September 13, 2006

Proposal No. **H29**

Page No. 1 of 13 Pages

Materials and/or Services: **Law Enforcement
Ammunition**

To Be Delivered To: **County of San Bernardino
Various Law Enforcement
Agencies**

Submit each individual proposal in separate sealed envelope
with proposal number marked on outside to:

**County Purchasing Agent
777 East Rialto Avenue
San Bernardino, CA 92415-0760**

BEFORE: Tuesday, October 24, 2006, 11 AM

For further information, call: **Bill Brock, C.P.M., A.P.P.
Deputy Purchasing Agent
(909) 387-2464**

INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or printed in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. State brand, or make, on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the vendor. If quoting on other than make, model or brand specified, the manufacturer's name and the catalog number must be given, or descriptive cut and information attached to the quotation.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in separate sealed envelope with proposal number on outside, and must be received by County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760 not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the vendor shall so state in the column provided, opposite each item.
6. Terms of less than 30 days for cash discount will be considered as net.
7. All quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled.
8. Unless otherwise definitely specified, the prices quoted herein do not include California Sales Tax.
9. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
10. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or to waive any informality in a proposal.
11. The County recognizes that price is only one of several criteria to be used in judging a product or service, and the County is not legally bound to accept the lowest quote.
12. Samples of items, when required, must be furnished free of expense to the County; and if not destroyed by tests, will upon request be returned at vendor's expense.
13. In case of default by the vendor, the County of San Bernardino may procure the articles or service from other sources and may deduct from unpaid balance due the vendor, or may collect against the bond of surety, or mail bill for excess costs so paid, and the prices paid by the County of San Bernardino shall be considered the prevailing market prices paid at the time such purchase is made.
14. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the vendor.
15. The vendor shall hold the County of San Bernardino, its officers, agents,

- servants and employees, harmless and defend same from liability of any nature or kind on account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this quotation.
16. Neither party will be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God. (Force Majeure)
17. Quotations are subject to acceptance at any time within 60 days after opening of same, unless otherwise stipulated.
18. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.
19. RETURN THIS SHEET WHETHER OR NOT YOU QUOTE A PRICE. If you do not quote, state your reason; otherwise your name may be removed from the mailing list.
20. Accounts paid for transportation of property to the County of San Bernardino are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as San Bernardino County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
21. To be considered, each vendor must have an approved Vendor Application on file with the Purchasing Department. Vendors must have registered online through the County Website at <http://www.sbcounty.gov/purchasing/>.
22. The Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The articles covered by the quotation must conform with safety orders of OSHA, CALOSHA and/or NIOSHA, and OSH-POD.
23. Assignment of the contract by the vendor to other suppliers/contractors must be approved by the Purchasing Agent.
24. Prevailing Wages: Where labor is required for public work as a part of any requirements covered by this request for proposal, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than those minimum wages.
25. Conflict of Interest: Your signature hereon certifies that no County employee, whose position in the County service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this request for proposal.
26. Vendors making delivery or providing services on County premises shall carry liability insurance and Worker's Compensation coverage in accordance with the County's Standard Practice requirements.

IMPORTANT: Place signed proposal in envelope, **seal** envelope and show **proposal number** on outside. Return proposal to the County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760
PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED.

The following must be filled in by the contractor in submitting his proposal:

Date _____

Company _____

Delivery will be made in _____ days
from receipt of order unless otherwise noted.

Address _____

Cash Discount Terms _____

City & State _____ Zip _____

Signed By _____

Telephone No. (_____) _____

A. GENERAL INFORMATION:

1.0 SCOPE OF REQUEST: Law Enforcement Ammunition

For supplying of Ammunition for use by County Law Enforcement agencies, for both duty issue and specialized applications, furnished in quantities ordered, at times needed, by the successful vendor (the seller) to the County of San Bernardino (the buyer).

2.0 LENGTH OF CONTRACT:

The contract awarded shall begin on November 1, 2006 or as soon as thereafter practicable and extend through October 31, 2009. The County reserves the right to extend this contract for two (2) additional one-year periods at the agreement of both parties.

B. INSTRUCTIONS TO VENDORS:

1.0 PROPOSAL REQUIREMENT:

Vendors shall conform to all instructions and conditions as specified in the Request for Proposal.

2.0 PROPOSAL RETURN:

All proposals must be sealed and clearly state on the outside of the envelope in the lower left-hand corner "PROPOSAL ENCLOSED, # **H29** and returned to:

County of San Bernardino
Purchasing Department
777 E. Rialto Avenue
San Bernardino, Ca 92415-0760
Attn: Bill Brock, Deputy Purchasing Agent

Due on or before:

Tuesday, October 24, 2006 at 11 AM

3.0 DEADLINE:

Vendors shall submit the Signature Page (cover sheet), References (Attachment A), and Product Specifications/Bid Sheets (Attachment B) prior to deadline stated above.

4.0 LATE PROPOSALS:

Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

5.0 PROPOSAL OPENING:

All proposals will be opened and read aloud at the time, date and place specified above.

6.0 PROPOSAL PREPARATION INSTRUCTIONS:

Bids must be typed OR printed legibly in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. Proposals must be signed by a responsible officer or employee. **California State Sales Tax should NOT be included in vendor's proposal.**

7.0 PROPOSAL PREPARATION COST:

Cost for preparing bid response and any other related material is the responsibility of the vendor and shall not be chargeable in any manner to the County.

8.0 USE OF PROPOSALS RECEIVED:

All proposals received shall become the property of the County.

9.0 ACCEPTANCE OR REJECTION OF PROPOSALS:

Proposals shall remain open, valid and subject to acceptance anytime within sixty (60) days after the proposal opening date and time, unless a longer period of time is mutually agreed to by the parties.

The County reserves the right to reject any and all proposals received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

The County realizes that conditions other than price are important and may award based on unit prices or on cumulative totals; whichever method is determined to be in its best interests; may reject any or all proposals, any part of a proposal, or may waive any informality in a proposal.

10.0 PRICE GUARANTEE:

The County gives preference to firm prices. All price escalation provisions will be considered alternate offers. Offers specifying a maximum escalation percentage during the period of contract will be given preference over those offering an unspecified price escalation. The County requires bona fide proof of cost increases on contracts prior to any price escalation adjustment. A minimum of thirty (30) days advance notice provision is required to secure such adjustments. When offering escalating price contracts quote applicable labor and materials separately as to percentage of total cost. No retroactive pricing adjustments will be considered. The County may enforce, adjust, or cancel escalating price contracts as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the vendor's profit will not be allowed. The County shall be given the benefit of all price decreases.

Vendor represents that the prices charged the County do not exceed existing selling prices to other law enforcement agencies for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

11.0 COMPLETION OF QUOTE:

When no manufacturer is specified, vendor must indicate brand of manufacturer being bid. When brand or manufacturer is specified, vendor may bid substitute items as equals, except those items marked "NO SUBSTITUTE". Vendor must be able to justify any substitute item by submitting samples when called for. The County reserves the exclusive right to accept or reject any item. If there is a discrepancy between brand or manufacturer number and item description, the description will be controlling. Changes in packaging will not be authorized unless so indicated when proposal is submitted. Bidder shall complete quote by filling in on each item quoted: brand name, product number and manufacturer. If bidding "As Specified", indicate so, with an "A/S". Indicate if there is a minimum quantity required with order. If unable to quote on an item, specify "No Bid".

Due to training issues, the County shall have sole discretion as to whether substitute products bid are acceptable to its needs.

Proposals not bearing the signatures of an authorized company officer or agent will be deemed non-responsive and will not be accepted.

Incomplete proposals will not be accepted.

12.0 CONSUMPTION:

Totals shown on proposal schedule are approximate and are minimum estimates for the period of contract in order not to over-contract. Quantities herein are not a guarantee of any quantity purchase as a result of this proposal.

13.0 PURCHASE ORDER ADDRESS:

If purchase orders are to be sent to an address other than that filled in by the vendor on the first page of this proposal, the vendor shall show on the following blank lines the address to which resultant orders from this proposal should be sent:

14.0 REFERENCES:

Vendors responding to this RFP must provide a minimum of three (3) references of Law Enforcement agencies of similar size and scope to which they have supplied Law Enforcement Ammunition within the last five (5) years. See Attachment A.

15.0 CATALOGS AND PRICE LISTS:

Vendors submitting a proposal are to include three (3) sets of catalogs and/or price lists.

C. STANDARD TERMS AND CONDITIONS

1.0 DELIVERY SERVICE:

- A. Delivery shall be made to point as specified in the County of San Bernardino and to the department of the County as ordered.
- B. Delivery shall be inside delivery to the specified inside point as directed by the receiving department.
- C. Delivery shall be made complete as ordered within the time quoted by Vendor from receipt of order.
- D. Proposals for completing delivery in excess of twenty-one (21) days from receipt of order do not meet the County requirements and will not be considered.
- E. One delivery, one invoice. Seller shall deliver each item of an order in one shipment, as partial shipment of an order may be rejected, at the buyer's option, unless specifically authorized on the order.
- F. Prompt delivery and efficient service are essential, failure to furnish such delivery and service will constitute a breach of this agreement.
- G. Delivery shall be made to the following County Law Enforcement agencies:
 - 1) San Bernardino County Sheriff's Academy Range
18000 Institution Road
San Bernardino, CA 92407
 - 2) San Bernardino County Probation Department
175 West 5th Street
San Bernardino, CA 92415-0460
 - 3) San Bernardino County District Attorney's Office
Bureau of Investigations
316 North Mountain View Avenue
San Bernardino, CA 92415-0004
 - 4) San Bernardino County Human Services Department
Fraud Prevention Bureau
606 East Mill Street
San Bernardino, CA 92415-0620

2.0 VENDORS GUARANTEE:

- A. In quoting, the seller guarantees to make delivery of all items quoted, either from his stock, from warehouse stocks, or via manufacturer's shipment. If unavailable from Seller's stock or

if Seller is unable to secure from warehouse or manufacture, it shall be the Seller's responsibility to see that the item is obtained from any other source having the item in stock.

- B. In case of default by Seller, the Buyer may procure the item from other sources and will charge contract holder for excess costs so paid and the prices paid by the Buyer shall be considered to be the prevailing market price at the time such purchase is made.
- C. Vendor's response to this RFP is to be on the basis that all items bid are guaranteed equal in quality and pattern to those specified and that any item purchased as equivalent and found not acceptable to using department may be returned for full credit.
- D. The Vendor guarantees that the goods supplied under this RFP and any purchase order resulting from award of same will meet all the express warranties and the implied warranties of merchantability and fitness for the intended purpose(s). The Vendor assumes responsibility for damages caused by any defective units supplied and/or for breach of these warranties, including incidental and consequential damages that might arise.

3.0 AWARD:

Award of contract may or may not be on an all or nothing basis, by individual items or by groups of items. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

4.0 PAYMENT:

Invoices are payable monthly unless otherwise agreed upon by department. Invoices must reflect both purchase order number and applicable proposal number to initiate payment. Invoices are to be sent to the ordering department.

5.0 PROCUREMENT CARD PROGRAM:

The County participates in the State of California Procurement Card Program known as Cal-card (VISA credit card). Whenever possible, the County prefers to place orders and make payments utilizing procurement cards. Please indicate if your company accepts VISA:

YES _____

NO _____

If your company does not accept procurement cards and you are interested in accepting VISA, contact your local bank or financial institution for assistance.

6.0 ELECTRONIC FUND TRANSFER PROGRAM:

The County of San Bernardino Auditor/Controller-Recorder office prefers direct deposit for vendor payments. Instead of creating a paper check the County will, with the vendor's approval, directly deposit funds to the vendor's checking account via electronic funds transfer (EFT). Details and forms regarding EFT payments will be provided upon award.

7.0 STOCK ADJUSTMENTS/RETURNS:

In quoting, the Seller agrees to give full credit on returned merchandise resulting from this proposal, with exception of custom orders. Vendor agrees to waive any re-stocking fees.

8.0 CONFIDENTIALITY:

It is the responsibility of bidders to identify information in their proposals which they consider to be confidential under the California Public Records Act, such as method of manufacture, materials, etc. To the extent that the County agrees with such a designation, such information will be held in strict confidence. All other information shall be considered public.

9.0 DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- A. Appeal must be in writing.
- B. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

- A. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- B. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- C. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Jim Lindley – Interim Purchasing Director
County of San Bernardino – Purchasing Department
General Services Building
777 E. Rialto Avenue
San Bernardino, Ca 92415-0760

10.0 LOCAL PREFERENCE:

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to award of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), “principal place of business” is defined as the vendor’s main office (or headquarters) or a major regional office. A “major regional office” is defined as a business location apart from the vendor’s main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement or purchase order to which it responds;
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor’s full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County’s Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County’s needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost of services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor’s quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local vendor for the contract award.

11.0 IMPROPER CONSIDERATION:

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

12.0 INACCURACIES OR MISREPRESENTATIONS:

If in the course of the RFP process or in the administration of a resulting contract, County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, Vendor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

13.0 EMPLOYMENT OF FORMER COUNTY OFFICIALS:

Vendors are required to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This list should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business.

For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the Request for Proposal being deemed non-responsive.

14.0 DRUG-FREE WORKPLACE:

The Vendor certifies that he will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i) The dangers of drug abuse in the workplace.
 - ii) The person's or organization's policy of maintaining a drug-free workplace.

- iii) Any available counseling, rehabilitation and employee assistance programs.
 - iv) Penalties that may be imposed upon any employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
- i) Will receive a copy of the company's drug-free policy statement; and,
 - ii) Will agree to abide by the terms of the company's statement as a condition of employment.

15.0 TERMINATION CLAUSE:

- A. In the event the County exercises the right to terminate the contract for dissatisfaction, the County will give the Contractor three (3) days written notice of such termination.
- B. The County of San Bernardino and the Vendor each reserve the right to cancel, for any reason, all or portion of the services covered by this contract. To exercise this right, a thirty-(30) day written notice must be given.

16.0 WAIVER OF DEFAULT:

Any waiver by County of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term or condition herein. Failure on the part of the County to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.

17.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS:

A. **Indemnification**

The VENDOR agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

B. **Insurance**

Without in any way affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- 1) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

C. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. Waiver of Subrogation Rights

The VENDOR shall require the carriers of the above required coverage's to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, vendors, and subcontractor.

E. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

F. Proof of Coverage

The VENDOR shall immediately furnish certificates of insurance to the COUNTY Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. VENDOR shall maintain such insurance from the time VENDOR commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Agreement, the VENDOR shall furnish certified copies of the policies and all endorsements.

G. Insurance Review

The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher

18.0 PARTICIPATION:

The County desires that Counties, Municipalities, State of California Universities, School Districts, and other Tax Districts within the State of California requiring Law Enforcement Ammunition may at their option and through the County Purchasing Agent, avail themselves of the contract resulting from this proposal. Upon notice, in writing, the Seller agrees to the extension of the terms of a resultant contract with such Governmental bodies as though they have been expressly identified in this bid, with the provision that:

A. Such Governmental Body does not have and will not have in force any other contract for like purchases.

- B. Such Governmental body does not have under consideration for award any other bids or quotations for like purchases.
- C. Such Governmental body shall make purchases directly through the vendor; make payment directly to the vendor. The County will not be liable for any such purchase made between the seller and another Governmental body who avails themselves of this contract.

INDICATE OPTION:

Prices good for the County of San Bernardino only

Prices extended to all law enforcement agencies within the State of California

**ATTACHMENT A
REFERENCES**

List three (3) fire agencies to whom you have supplied Ammunition within the last five (5) years.

Agency Name: _____

Address: _____

Contact Person: _____

Telephone No. () _____ Fax () _____

Number of years your company has provided this product to this customer: _____

Agency Name: _____

Address: _____

Contact Person: _____

Telephone No. () _____ Fax () _____

Number of years your company has provided this product to this customer: _____

Agency Name: _____

Address: _____

Contact Person: _____

Telephone No. () _____ Fax () _____

Number of years your company has provided this product to this customer: _____

Submission of this document constitutes permission to the County to check, verify, and have certified all of the information contained herein.

BRAND: WINCHESTER

Item #	Manufacturer's Part Number	Caliber	Weight	Bullet Type	Est. Annual Consumption (Rounds)	Rounds per Case	Price Per Case
1	RA380T	380 cal.	95 gr.	Hollow Point	12,000	500	\$
2	S38SP	38 cal.	130 gr.	Hollow Point	5,000	200	\$
3	RA357SIGT	357 cal.	125 gr.	Jacketed Hollow Point	10,000	500	\$
4	RA9T	9 mm	147 gr.	Hollow Point	125,000	500	\$
5	RA9TA	9 mm	127 gr.	Jacketed Hollow Point	126,500	500	\$
6	RA9MMJHP	9 mm	115 gr.	Jacketed Hollow Point	14,000	500	\$
7	RA40TA	40 cal.	165 gr.	Jacketed Hollow Point		500	\$
8	RA40T	40 cal.	180 gr.	Hollow Point	500	500	\$
9	RA45T	45 cal.	230 gr.	Hollow Point		500	\$
10	RA45TP	45 cal.	230 gr.	Jacketed Hollow Point	201,500	500	\$
11	RA40180HP	40 cal.	180 gr.	Hollow Point	1,000	500	\$
12	X3576P	357 cal.	125 gr.	Jacketed Hollow Point	15,000	500	\$
13	RA12005	12 ga.	00 Buck	9 Pellet, Low Recoil	45,000	250	\$
14	X12RS15	12 ga.	1 oz.	Rifled Slug	20,000	250	\$
15	AAM127	12 ga.	1-1/8 oz	Target Load #7-1/2 Shot	2,250	250	\$
16	RA223R	223 cal.	55 gr.	Pointed Soft Point	50,000	200	\$
17	RA223BSTA	223 cal.	55 gr.	Jacketed Hollow Point		200	\$
18	RA223M	223 cal.	69 gr.	BTHP		200	\$
19	S308M	308 cal.	168 gr.	BTHP		200	\$
20	SXP308	308 cal.	150 gr.	Bonded		200	\$
21	Q3131A	5.56 cal.	55 gr.	Full Metal Jacket (Ball)	100,000	1,000	\$
22	USA223R1	223 cal.	55 gr.	Full Metal Jacket (Ball)		1,000	\$
23	Q4170	45 cal.	230 gr.	Full Metal Jacket (Ball)	409,000	500	\$

BRAND: WINCHESTER

Item #	Manufacturer's Part Number	Caliber	Weight	Bullet Type	Est. Annual Consumption (Rounds)	Rounds per Case	Price Per Case
24	Q4171	38 cal.	130 gr.	Full Metal Jacket (Ball)	15,000	500	\$
25	Q4172	9 mm	115 gr.	Full Metal Jacket (Ball)	351,500	500	\$
26	Q4206	380 cal.	95 gr.	Full Metal Jacket (Ball)		500	\$
27	Q4238	40 cal.	180 gr.	Full Metal Jacket (Flat Nose)		500	\$
28	Q4309	357 cal.	125 gr.	Full Metal Jacket (Flat Nose)	2,500	500	\$
29	S357P	357 cal.	180 gr.	Partition Gold		200	\$

State your company's proposed discount off your catalog/price list price for any ammunition not specifically identified above: _____%

(NOTE: Enclose three (3) copies of your catalog and/or price list with your proposal.)

Have you re-registered online as a Vendor for the County of San Bernardino? _____ Yes
 _____ No

Note: Your Company must be registered in the County of San Bernardino Purchasing Vendor Database in order to be awarded a Purchase Order from this RFP. Vendors must register online at www.sbcounty.gov/purchasing/.

Company Name: _____
Address: _____
Phone No. () _____ Fax No. () _____
Name of Representative Submitting Bid: _____ <div style="text-align: right; font-size: small; margin-top: 5px;">Please Print</div>
Title: _____
Signature: _____